



**Health Services**  
LOS ANGELES COUNTY

**Los Angeles County  
Board of Supervisors**

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Acting Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**William Loos, MD**  
Acting Senior Medical Officer

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*To improve health  
through leadership,  
service and education.*



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March 9, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**STANDARD AGREEMENT WITH THE CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES FOR THE AIDS  
DRUG ASSISTANCE PROGRAM FOR FISCAL YEAR  
2005-06 AND AMENDMENT TO AGREEMENT WITH PUBLIC  
HEALTH FOUNDATION ENTERPRISES, INC.  
(All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Acting Director of Health Services, or his designee, to sign the Standard Agreement for the AIDS Drug Assistance Program (ADAP) for Fiscal Year (FY) 2005-06 (Exhibit I), with the California Department of Health Services (CDHS) in the amount of \$421,615 for the period of July 1, 2005 through June 30, 2006.
2. Delegate authority to the Acting Director of Health Services, or his designee, to sign the Standard Agreement for ADAP for FY 2006-07 with CDHS for the continued support of ADAP, with substantially similar terms as the Standard Agreement for FY 2005-06, following review and approval by County Counsel and notification to the Board offices.
3. Delegate authority to the Acting Director of Health Services, or his designee, to sign amendments to the Standard Agreement for FYs 2005-06 and 2006-07 with CDHS that do not exceed 25% of the original Agreement amount for the continued support of ADAP, following review and approval by County Counsel and notification to the Board offices.
4. Authorize the Acting Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. H-701124, substantially

similar to Exhibit II, with Public Health Foundation Enterprises, Inc. (PHFE), fiscal intermediary on behalf of Clean Needles Now (CNN), to increase the three-year maximum obligation by \$69,000, from \$225,000 to \$294,000, 100% offset by funds from the California Health and Human Services Agency (CHHS) provided through State Master Grant Agreement No. 04-35357, for the expansion of specialized peer-based health education and risk reduction (HE/RR) services to injection drug users, effective upon date of Board approval through June 30, 2007.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The Board's approval of the ADAP Standard Agreement is required by the State. These funds will support the continuation of ADAP services provided under various HIV/AIDS Amendments approved by the Board on February 21, 2006, to: 1) support efforts to make those persons living with HIV in Los Angeles County, who are not receiving care, aware of ADAP services; 2) reimburse providers for the cost of enrolling and recertifying clients for ADAP services; and 3) fund the Department of Health Services' (Department) Office of AIDS Programs and Policy's (OAPP) associated administrative costs. These activities will assist in bringing more people living with HIV into care and ensure that inability to pay for services is not a barrier to accessing health care in Los Angeles County.

The Amendment to the PHFE Agreement will increase peer-based HE/RR services to injection drug users Countywide.

**FISCAL IMPACT/FINANCING:**

The Standard Agreement award from CDHS provides \$421,615 for ADAP services, effective July 1, 2005 through June 30, 2006.

The current HE/RR Prevention Services Agreement No. H701124 with PHFE is a three-year Agreement, effective June 14, 2005 through June 30, 2007, with a maximum obligation of \$225,000 (\$45,000 for FY 2004-05, \$90,000 for FY 2005-06 and \$90,000 for FY 2006-07). Amendment No. 1 will increase the total three-year allocation by \$69,000 (\$67,000 for FY 2005-06 and \$2,000 for FY 2006-07) thereby increasing the total three-year maximum obligation from \$225,000 to \$294,000, effective upon date of Board approval through June 30, 2007, 100% offset by CHHS funds provided through SMGA No. 04-35357.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

**Standard Agreement with CDHS**

Since 1987, the Board has approved Standard Agreements and related amendments with CDHS for support of ADAP. Most recently, in March 2004, the Board approved the Standard Agreement for ADAP for FY 2003-04 from CDHS, and delegated authority to the Department to sign the ADAP Standard Agreement for FY 2004-05.

The recommended Standard Agreement will provide reimbursement to providers for the enrollment and recertification of clients for ADAP services. In addition, the Standard Agreement provides reimbursement to the Department's OAPP for administrative costs associated with ADAP and enables the continuation of the Countywide awareness campaign that advises persons living with HIV that drug therapies are available to them at no cost or low cost depending on eligibility.

**Public Health Enterprises, Inc.**

On June 14, 2005, the Board authorized the Director of Health Services to execute a sole source Agreement with PHFE, as the fiscal intermediary on behalf of CNN, effective June 14, 2005 through June 30, 2007, for a total maximum obligation of \$225,000, following review and approval by County Counsel. Funding is 100% offset by the SMGA approved by the Board on May 31, 2005.

On July 8, 2005, the CDHS notified OAPP that additional funding was being made available to the Department's OAPP. The Department will amend the current Agreement with PHFE to increase the allocation by \$69,000 for HE/RR services that will provide for the expansion of specialized peer-based HE/RR services to injection drug users through CNN's development of subcontract agreements with the Syringe Exchange Program (SEP's: Asian American Drug Assistance Program, Bienestar Human Services, Homeless Healthcare, Minority AIDS Project, and Tarzana Drug Treatment Center).

County Counsel has reviewed and approved the Standard Agreement (Exhibit I) and the Amendment with PHFE (Exhibit II) as to form.

Attachment A provides additional information. Attachment B is the Grant Management Statement which the Board instructed all County departments to include in Board letters for grant awards exceeding \$100,000.

**CONTRACTING PROCESS:**

Since the recommended Standard Agreement provides CDHS monies directly to the County, advertisement on the Los Angeles County Online Website as a contracting opportunity is not required.

Additionally, it is not appropriate to advertise Amendments on the Los Angeles County Online Website as a contracting opportunity.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

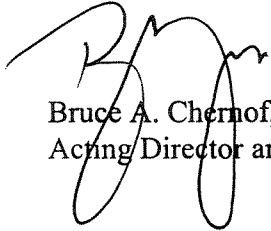
Acceptance of the Standard Agreement will ensure that ADAP services continue uninterrupted.

Peer-based HE/RR services to injection drug users and drug therapies for eligible persons living with HIV will continue to be provided to eligible residents of Los Angeles County without interruption.

The Honorable Board of Supervisors  
March 9, 2006  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. Chernof', with a large, stylized loop at the end.

Bruce A. Chernof, MD  
Acting Director and Chief Medical Officer

BAC:mc/lvb  
BLT2 OAPP 0206

Attachments (4)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AND AMENDMENT

**STANDARD AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES**

1. TYPE OF SERVICE:

AIDS Drug Assistance Program

2. AGENCY ADDRESS AND CONTACT PERSON:

State of California  
Department of Health Services  
Office of AIDS  
AIDS Drug Assistance Program  
1616 Capitol Avenue, Suite 74-6616  
Sacramento, California 95814  
Attention: Kathleen Russell, Chief, ADAP Section  
Telephone: (916) 449-5942

3. TERM:

July 1, 2005 through June 30, 2006

4. FINANCIAL INFORMATION:

Fiscal Year 2005-06 CDHS funding: \$421,615  
There is no net County cost for the program.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

**AMENDMENT WITH PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.**

1. TYPE OF SERVICE:

HIV/AIDS Health Education/Risk Reduction Prevention Services

2. AGENCY ADDRESS AND CONTACT PERSON:

Public Health Foundation Enterprises, Inc.  
13200 Crossroads Parkway North, Suite 135  
City of Industry, California 91746  
Attention: Gerald R. Solomon, President/CEO  
Telephone: (562) 699-7320 X1228  
Fax: (562) 692-6950

3. TERM:

Date of Board Approval through June 30, 2005 (1<sup>st</sup> term)  
July 1, 2005 through June 30, 2006 (2<sup>nd</sup> term)  
July 1, 2006 through June 30, 2007 (3<sup>rd</sup> term)

4. FINANCIAL INFORMATION:

|                             | <u>Term 1</u> | <u>Term 2</u> | <u>Term 3</u> | <u>Totals</u> |
|-----------------------------|---------------|---------------|---------------|---------------|
| Current Maximum Obligation: | \$ 45,000     | \$ 90,000     | \$ 90,000     | \$225,000     |
| Increase in Max Obligation: | \$ 0          | \$ 67,000     | \$ 2,000      | \$ 69,000     |
| State Funds:                | <45,000>      | <157,000>     | <92,000>      | <294,000>     |
| Net County Cost:            | \$ - 0 -      | \$ - 0 -      | \$ - 0 -      | \$ - 0 -      |

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Mario J. Pérez, Interim Director, Office of AIDS Programs and Policy

7. APPROVALS:

|                                     |   |
|-------------------------------------|---|
| Office of AIDS Programs and Policy: | Mario J. Pérez, Interim Director              |
| Public Health:                      | John F. Schunhoff, Ph.D., Chief of Operations |
| Contract and Grants Division:       | Cara O'Neill, Chief                           |
| County Counsel (as to form):        | Eva Vera, Senior Deputy County Counsel        |

**Standard Agreement for  
AIDS Drug Assistance Program**

July 1, 2005 – June 30, 2006  
Los Angeles County

The State of California by and through the Department of Health Services (hereinafter called the Department) and the local health jurisdiction of **Los Angeles County** (hereinafter called the local jurisdiction) in consideration of the covenants, agreements, and stipulations hereinafter expressed or hereby agree as follows:

**Article I**

1. The funds allocated pursuant to this Agreement are solely for costs associated with the administration of the AIDS Drug Assistance Program (ADAP) enrollment process provided by the local jurisdiction and/or its subcontractors. Any costs billed under this Agreement that are determined to fall outside the purview of this Agreement (i.e., are not directly related to the provision of ADAP enrollment services) will not be reimbursable under this Agreement. Some examples of acceptable and billable ADAP administrative costs incurred by the local jurisdiction are as follows:

- Reimbursement to local jurisdiction for performing ADAP program enrollment or annual recertification services; or
- Reimbursement by the local jurisdiction to its subcontractors for performing ADAP program enrollment or annual recertification services (at a rate to be determined by the local jurisdiction; or
- ADAP Coordinator's salary (a portion thereof or full salary); or
- Computers and/or internet access for ADAP enrollment workers to allow for submission of ADAP applications or re-certifications to the Pharmacy Benefits Management (PBM) contractor via the internet; or
- Development of ADAP client recruitment advertisement/outreach materials (however, any recruitment material should include information about ADAP, and provide ADAP contact information, etc.).

If the local jurisdiction is uncertain of an acceptable and billable ADAP administrative activity, the local jurisdiction should seek written approval of the proposed activity from the Department.

2. The term of this Agreement is for the period July 1, 2005 through June 30, 2006.
3. The maximum allocation to the local jurisdiction for the term of this Agreement shall not exceed **\$421,615.00**.

**Article II**

1. The AIDS Drug Assistance Program Eligibility Guidelines, (Revised March 2005) and any subsequent revisions, along with all instructions, policy memorandums or directives issued by the Department and/or the statewide ADAP pharmacy benefit management (PBM)

contractor shall be adhered to in implementing and administering the ADAP by local jurisdictions. Any changes and/or additions to these guidelines will be made in writing by the Department and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

2. It is the intent of the Department to have the local jurisdiction coordinate and ensure high quality, accessible ADAP enrollment and eligibility recertification services in its area. Each local jurisdiction can determine how best to accomplish this intent.
  - 2a. The local jurisdiction agrees to designate an ADAP coordinator to carry out the requirements of this agreement on behalf of the local jurisdiction and to act as the primary contact for the Department and the ADAP PBM contractor. The ADAP coordinator will be responsible for reporting and disseminating information between enrollment site contacts and the Department and ADAP PBM contractor, maintaining coverage for sites to meet enrollment and eligibility recertification needs, assisting the Department with enrollment site visits, and ensuring enrollment sites are in compliance with ADAP guidelines and policies.
  - 2b. Staffing constraints restrict the Office of AIDS (OA) from comprehensive monitoring of ADAP enrollment sites. Therefore, a freeze on adding new ADAP enrollment sites is in place. If an ADAP coordinator believes that a new enrollment site is necessary to replace a site that is no longer providing ADAP enrollment services, or to serve an underserved population in the local jurisdiction, the coordinator must contact the OA ADAP liaison to discuss the proposed new site. Approval of any new ADAP enrollment sites must be in writing from OA. The local jurisdiction agrees to notify the Department and ADAP PBM contractor of the deletion of any existing ADAP enrollment sites within 24 hours of such change.
  - 2c. Additionally, the local jurisdiction agrees that all ADAP enrollment/eligibility workers must be certified through, and have received training from the ADAP PBM contractor prior to enrolling clients in ADAP. Enrollment sites and enrollment/eligibility workers providing ADAP enrollment services in local county jails are included under this requirement. All enrollment/eligibility workers must be identified and have individual ADAP identification numbers. Enrollment of ADAP clients must be linked to the individual identification numbers of the specific enrollment/eligibility worker performing the service.
  - 2d. Any changes in enrollment/eligibility worker status must be reported to the ADAP PBM contractor within 24 hours of such change. Enrollment/eligibility workers no longer doing ADAP enrollment/recertification or terminated must be removed from the ADAP enrollment/eligibility worker database to ensure the confidentiality of that database. The ADAP PBM contractor will notify enrollment site coordinators of the required method of reporting changes. The ADAP PBM contractor will send a quarterly report form to the ADAP coordinator to verify enrollment/eligibility worker status and identify changes including periodic follow up calls for verification.
  - 2e. The local jurisdiction agrees that enrollment sites should be limited to community-based organizations, clinics, medical providers, case management services, etc. For-profit pharmacy providers are not eligible to participate as enrollment sites. No ADAP eligibility worker(s) can be employed by nor receive any financial compensation, including gifts or any type of incentive, from an ADAP participating pharmacy. This requirement is to avoid any



appearance of conflict of interest and to ensure ADAP clients have clear access to the pharmacy of their choice.

2f. The Department reserves the right to add new ADAP enrollment sites to ensure equitable and easy client access to ADAP services. The ADAP Coordinator in the appropriate local jurisdiction will be notified by either the Department or the ADAP PBM contractor of any new ADAP enrollment sites in their jurisdiction. The local jurisdiction is not required to reimburse enrollment sites for their ADAP enrollment/eligibility recertification activities. Whenever possible, the Department and ADAP Coordinator will confer in advance when new ADAP sites are to be added by the Department.

3. The maximum amount payable under this Agreement as specified in item 3 of Article I shall be subject to the conditions specified in paragraphs 4 and 5 of Article III set forth herein. The Department reserves the sole right to amend this Agreement to make the adjustments specified in paragraph 10 of Article II.
4. The local jurisdiction must submit **quarterly** invoices in the format of Exhibit B, "AIDS Drug Assistance Program Invoice", consisting of one page and made a part hereof by this reference. **This invoice shall be received by the Department no sooner than the end of the quarter, and no later than 45 calendar days after the last day of each quarter.**

FIRST QUARTER: July 1, 2005 – September 30, 2005  
NO LATER THAN: November 15, 2005

SECOND QUARTER: October 1, 2005 – December 31, 2005  
NO LATER THAN: February 15, 2006

THIRD QUARTER: January 1, 2006 – March 31, 2006  
NO LATER THAN: May 15, 2006

FOURTH QUARTER: April 1, 2006 – June 30, 2006  
NO LATER THAN: August 15, 2006

***Payment may be denied at the sole discretion of the State, for invoices that are received later than 45 calendar days after the last day of each quarter.***

Supplemental invoices submitted by the local jurisdiction for any quarterly reporting period shall be limited to **no more than one (1) per reporting period and require prior written authorization from the Department.**

5. If there were no ADAP enrollments or recertifications processed in the local jurisdiction during a quarter, the invoice submitted for that quarter must show a zero balance and no reimbursement will be allowed for that quarter. Quarterly ADAP enrollment data received from the statewide ADAP PBM contractor will be used to determine the number of ADAP enrollments/recertifications for each local jurisdiction during each quarter.
6. All invoices and other official communications shall be mailed to:  
**Department of Health Services  
Office of AIDS  
AIDS Drug Assistance Program**

MS 7700  
P.O. Box 997426  
Sacramento, CA 95899-7426

7. The local jurisdiction and/or its subcontractor(s) agree to maintain necessary program records documenting the administrative costs submitted for reimbursement. Records shall be maintained for at least three (3) years from the ending date of this Agreement, or until the termination of all state and federal audits, whichever is later.
8. The local jurisdiction and/or its subcontractor(s) agree to provide access during normal working hours to authorized representatives of the Department and of other State and Federal agencies to all records, files, and documentation related to this Agreement, subject to applicable state and federal laws concerning confidentiality.
9. The local jurisdiction shall be liable for all federal and state funds allocated under this Agreement, including but not limited to, any audit exceptions that may arise. The Department shall recover any funds not expended in accordance with this Agreement. Recovery of funds may be accomplished by withholding payments to the local jurisdiction, or upon written notification from the State. The local jurisdiction shall submit repayment within 30 days of receipt of that notification.
10. If it appears the local jurisdiction will not expend the entire amount of its allocation under this Agreement, the State may redistribute any projected unexpended funds of the local jurisdiction's allocation to other local jurisdictions. The Department shall notify the local jurisdiction in writing 30 days prior to any changes in the local jurisdiction's allocation.
11. The local jurisdiction agrees to abide by all applicable laws regarding confidentiality when working with persons who apply for and or receive eligibility under this program.
12. The local jurisdiction agrees to the provisions as stated in the attached Exhibit C, entitled "Nondiscrimination Clause and Requirements." The local jurisdiction and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Exhibit C, consisting of one page is incorporated and made a part hereof by this reference.
13. The local jurisdiction agrees to the provisions as stated in the attached Exhibit D, entitled "**HIPAA Business Associate Addendum**" and agrees to ensure enrollment sites adhere to policies and procedures for the appropriate administrative, physical and technical safeguards of protected health information as established by the ADAP PBM contractor.

**Article III**

1. The Department shall authorize payment in arrears up to the maximum allocation of this Agreement upon the execution of this Agreement.
2. Upon receipt of the quarterly ADAP invoice, the Department will reimburse the local jurisdiction for administrative costs associated with the provision of ADAP enrollment services in the local jurisdiction, not to exceed the maximum amount reimbursable under this Agreement. Reimbursements to the local jurisdictions will be contingent upon receipt of

the signed Standard Agreement and a completed AIDS Drug Assistance Program Invoice within the required timeframe.

3. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Federal or State funds for the mutual benefits of both parties in order to avoid program delays that would occur if the contract were executed after that determination. This Agreement is valid and enforceable only to the extent that sufficient funds are made available to the State by the United States Government and/or by the State for the purposes of this program. If sufficient federal and/or state funds are not made available pursuant to the Agreement, this Agreement shall be invalid and have no further force and effect. In this event, the State shall have no liability to pay any state funds whatsoever to the local jurisdiction, or furnish any other considerations under this Agreement and the local jurisdiction shall not thereafter be obligated to perform any duties of this Agreement.
4. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
5. The terms of this Agreement may be modified in writing upon mutual consent of both parties.
6. This Agreement may be terminated at any time without cause by either party by giving 30 days prior written notice to the other. Notification shall state the effective date of the termination.
7. Notice of the termination by the local jurisdiction shall be followed within 30 days by a final report and a final claim for reimbursement, or repayment of funds disbursed but not expended.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

State of California

Local Jurisdiction

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Title Chief, ADAP Section

Title\_\_\_\_\_

Office of AIDS

\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

**Grant Project Title and Description**

AIDS Drug Assistance Program (ADAP): Coordination and ADAP eligibility screening in County funded outpatient medical clinics; resources for a social marketing Campaign to increase awareness of ADAP Programs.

| Funding Agency  | Program (Fed. Grant #/State Bill or Code #) | Grant Acceptance Deadline |
|---|---|---------------------------|
| California Department of Health Services - Office of AIDS | Contract No. Pending                        | None                      |

Total Amount of Grant Funding: \$ 421,615 County Match Requirements *N/A*

Grant Period: Begin Date: 7/1/05 End Date: 6/30/06

Number of Personnel Hired Under this Grant: Full Time 1 Part Time 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program? Yes X No     

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No     

Is the County obligated to continue this program after the grant expires Yes      No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes      No X

b). Identify other revenue sources  
(Describe) Yes X No     

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes X No     

Impact of additional personnel on existing space: None. All positions are accounted for in the Fiscal Year 2005-2006 Adopted County Budget.

Other requirements not mentioned above: *N/A*

Department Head Signature

Date

*3/1/06*

EXHIBIT II

Contract No. H-701124-1

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

PUBLIC HEALTH FOUNDATION  
ENTERPRISES, INC. (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled  
"HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY  
SYNDROME (AIDS) HEALTH EDUCATION/RISK REDUCTION PREVENTION  
SERVICES AGREEMENT", dated June 14, 2005, and further identified  
as Agreement No. H-701124 (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Agreement to increase the allocation, replace Exhibit A in its  
entirety and make the changes described hereinafter.

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by both parties; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is effective upon approval by the Board of Supervisors through June 30, 2007.

2. Exhibits A, A-2 and A-3 shall be replaced with the Revised Exhibits A, A-2 and A-3, respectively, attached hereto and incorporated into Agreement by reference. All references to Exhibits A, A-2 and A-3 shall now be understood to refer to Revised Exhibits A, A-2 and A-3, respectively.

3. Schedules 2 and 3 shall be replaced with Revised Schedule 2 and Revised Schedule 3, respectively, attached hereto and incorporated into Agreement by reference. All references to Schedules 2 and 3 shall now be understood to refer to Revised Schedule 1 and Revised Schedule 3, respectively.

4. Agreement Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Revised Exhibits A, A-2 and A-3, attached hereto and incorporated herein by reference."

5. Agreement Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be replaced in its entirety with the following:

"3. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of June 14, 2005 through June 30, 2005, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Five

Thousand Dollars (\$45,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty-Seven Thousand Dollars (\$157,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Revised Schedule 2, attached hereto and incorporated herein by reference.

C. During the period of July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided hereunder shall not exceed Ninety-Two Thousand Dollars (\$92,000). Such maximum obligation is comprised entirely of California Health and Human Services Agency funds. This sum represents the total maximum obligation of County as shown in Revised Schedule 3, attached hereto and incorporated herein by reference."

6. Agreement Paragraph 6, CONFLICT OF TERMS, shall be replaced in its entirety with the following:

"6. CONFLICT OF TERMS: To the extent there exists any conflict or inconsistency between the language of this Agreement including its ADDITIONAL PROVISIONS and that of any of the Exhibits, Attachments, and Schedules attached hereto and any documents incorporated herein by reference, the language in this Agreement shall govern and prevail in the following order:

Revised Exhibit A

Exhibit A-1

Revised Exhibit A-2

Revised Exhibit A-3

Schedule 1

Revised Schedule 2

Revised Schedule 3

Exhibit B - "Guidelines for Staff Tuberculosis Screening"

Exhibit C."

7. Agreement Paragraph 7, COMPENSATION, shall be amended to read as follows:

"7. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule 1,



Revised Schedule 2, and Revised Schedule 3, and the COST REIMBURSEMENT Paragraph of this Agreement."

8. ADDITIONAL PROVISIONS Paragraph 18, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, shall be replaced in its entirety with the following:

"18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is

effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

9. ADDITIONAL PROVISIONS Paragraph 47, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety with the following:

"47. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [ (42 USC section 653 (a) ] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

10. ADDITIONAL PROVISIONS Paragraph 48, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety with the following:

"48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement [or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

11. ADDITIONAL PROVISIONS Paragraph 52, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety with the following:

"52. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as

well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with

County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed

decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the



right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

12. Paragraph 61, CONTRACTORS CHARITABLE ACTIVITIES COMPLIANCE, shall be added to the ADDITIONAL PROVISIONS as follows:

"61. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919 which added Government Code Sections 12599.3, 12599.6, and 12599.7 regarding charitable organizations) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Exhibit D), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202)."

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical  
Officer

PUBLIC HEALTH FOUNDATION ENTERPRISES,  
INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

REVISED EXHIBIT A

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.  
CLEAN NEEDLES NOW

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

1. DEFINITION: HIV/AIDS health education/risk reduction (HE/RR) prevention services are comprehensive programs that: provide individual assessments of personal risk factors for HIV infection if HIV-negative and for HIV infection or HIV transmission if HIV-positive; develop and utilize a variety of strategies to enhance personal risk reduction efforts; and implement strategies to support and maintain behavior change. The delivery format of such programs includes, but is not limited to: targeted outreach, group-level and individual-level interviews.

2. PERSONS TO BE SERVED:

A. HIV/AIDS HE/RR prevention services shall be provided to HIV-positive and HIV-negative men who have sex with men who are injection drug users (MSM/IDU), heterosexual male injection drug users (HM/IDU), female injection drug users (F/IDU), and transgenders who are injection drug users (TIDU) who reside in Supervisorial Districts 1, 2, 3, 4 and 5, within Service Planning Areas

(SPAs) 2, 4, 6 and 7 of Los Angeles County, in accordance with Attachment I, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

B. Contractor shall provide services to those at high or moderate risk for HIV infection and/or those who are HIV positive in accordance with Exhibit A-1, Revised Exhibit A-2, and Revised Exhibit A-3, Scopes of Work, attached hereto and incorporated herein by reference. For the purposes of this Agreement, a high-risk individual meets the following criteria: acknowledges having practiced unprotected sex or shared injection drug paraphernalia at least three (3) times in the previous three (3) months with someone who has HIV or whose serostatus is unknown, AND one (1) or more of the following co-factors: 1) has a diagnosed or diagnosable mental illness, 2) has a diagnosed or diagnosable substance use disorder, including alcoholism, OR acknowledges using crack cocaine or methamphetamine in the past three months, OR reports sex while high on any substance in the past month, 3) has a diagnosis or symptoms consistent with sexual addiction or compulsion, 4) has a sexually transmitted disease or has exchanged sex for food, money, shelter or drugs in the past three (3) months. A moderate-risk individual reports having unprotected sex or

sharing injection drug paraphernalia with a person who has HIV or whose serostatus is unknown at least once in the previous year OR has any one (1) of the co-factors listed in the definition for high-risk persons.

3. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at: Clean Needles Now (4201 Wilshire Boulevard, Suite 527, Los Angeles, California 90010); Asian American Drug Abuse Program (95318 South Crenshaw Boulevard, Los Angeles, California 90043); Bienestar Human Services, Inc. (5326 East Beverly Boulevard, Los Angeles, California 90022); Minority AIDS Project (5149 West Jefferson Boulevard, Los Angeles, California 90016); Homeless Health Care Los Angeles (2330 Beverly Boulevard, Los Angeles, California 90057) and Tarzana Drug Treatment Center (18646 Oxnard Street, Tarzana, California 91356). For the purposes of this Agreement, Contractor shall specify specific cross streets and locations for all HE/RR activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of June 14, 2005 through June 30, 2007, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS HE/RR prevention services shall not exceed Two Hundred Ninety-Four Thousand Dollars (\$294,000).

5. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedule 1, Revised Schedule 2, and Revised Schedule 3.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures and program performance, comparison of BRG versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria.

Payment for services provided hereunder shall be subject to the provisions set forth in COST REIMBURSEMENT Paragraph of this Agreement.

6. SERVICES TO BE PROVIDED:

A. Contractor shall provide HIV/AIDS HE/RR prevention services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally,

Contractor shall provide such services as described in Exhibit A-1, Revised Exhibit A-2 and Revised Exhibit A-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, as referenced in Exhibit A.

C. Contractor shall obtain written approval from OAPP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

D. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).



E. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

F. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS HE/RR prevention services.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including, but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of Agreement.

7. ADDITIONAL REQUIREMENTS:

A. Contractor shall utilize the web-based HIV/AIDS Information Resources System (HIRS) for collection, data entry, and generation of client-level data to submit to OAPP.

B. Contractor shall provide their own computer hardware including a personal computer (PC), monitor, keyboard, mouse and printer with existing OAPP hardware and software compatibility list. The computer's central processing unit (CPU) at a minimum shall contain the following hardware and software requirements: 256 megabytes (MB) or higher of random access memory (RAM); 20 gigabyte (GB) or higher hard drive; Windows 98 or higher operating system; floppy disk drive; CD-Rom drive; Symantec Norton or McAfee Anti-Virus; Adobe Acrobat; and Microsoft Office. Contractor shall be responsible for maintenance of their computer hardware and software.

(1) Contractor shall provide their own computer supplies required by the data management/data reporting process. Computer supplies include: digital subscriber line (DSL); web browser version 6.0 or higher; simple network management protocol (SNMP) agent; equipment maintenance contracts, insurance, CDs and CD labels, toner cartridges, printer paper, and envelopes.

(2) Contractor shall be responsible for protecting the data as described in the California Department of Health Services, Office of AIDS, HIV

Counseling and Testing Guidelines (1997), including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

(3) Contractor may seek assistance from OAPP Network Administrator for software installation, training, and troubleshooting, strategies for data management, and consultation on the process/management of the questionnaire from the client to the software.

C. Contractor shall actively participate in the Prevention Planning Committee (PPC) and Service Provider Network (SPN) meetings to assist in the planning and operations of prevention services in Los Angeles County.

8. ADDITIONAL SERVICE REQUIREMENTS:

A. Outreach Services: For the purposes of this Agreement, Outreach Services shall be defined as educational interventions that are generally conducted by peer or paraprofessional educators face-to-face with high-risk individuals in neighborhoods or other areas where the target population gathers. Outreach activities can take place in such sites as streets, bars, parks, bathhouses, shooting galleries, among others. The primary purpose of Outreach is the recruitment of individuals into more intensive services.

These interventions are conducted by program staff in person with high-risk or hard-to-reach individuals. Contractor at a minimum shall provide appropriate risk reduction information and materials, including, but not limited to: risk reduction literature; condoms, lubricant, and safer sex instructions; bleach, water, and directions to properly clean needles and works. Other aspects of Outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services. The outreach worker may also ask a few questions to assess risk behavior(s). Contractor shall gather the following required documentation during Outreach: date of encounter; location including address or cross street and zip code; client name, identification number, or unique identifier; age or age range; race/ethnicity; gender; behavior risk group; and phone number. The Outreach form must be signed or initialed and dated by staff member conducting the intervention. Outreach staff shall set up an appointment with each client for intake and/or provide a Linked Referrals. A Linked Referral is the direction of a client to a specific service as indicated by the client assessment. At a minimum, a Linked Referral must include:

referral information provided in writing and verification regarding the client's access to services.

(1) Outreach Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing outreach services.

(a) Staff training shall include, but not be limited to: HIV/STD and Hepatitis information, Outreach policies and procedures; rapport building; understanding outreach in a scientific context, engagement strategies, cultural sensitivity; health information and demonstration strategies; confidentiality and ethics; laws and regulations; burn out prevention; knowledge of social services in the area; and conducting a risk assessment; materials distribution; and documentation.

(b) Contractor shall maintain documentation of staff training in personnel files for Outreach services to include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

B. Risk Assessment: For the purposes of this Agreement, Risk Assessment shall be defined as the

comprehensive evaluation and determination of a client's risk for HIV infection based on the client's self-report. It is a face-to-face interview with each client to assess, at a minimum, HIV risk behaviors. In addition, it may comprehensively assess: health; STD history; substance and alcohol use; mental health; sexual history; social and environmental support; skills to reduce HIV risk; barriers to safer behavior; protective factors; and to evaluate the clients strengths, competencies, needs, and available resources. This process is accomplished by utilizing a risk assessment form.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct a risk assessment for the following activities to include, but not be limited to, Outreach encounters, one-on-one or small group risk reduction counseling, prevention and education support and/or discussion groups, and workshops:

(a) Risk Assessment session: a face-to-face interview with each client to assess HIV risk behaviors. It may also assess sexual history, STD history, substance and alcohol use, skills to reduce HIV risk, barriers to safer behavior,

social and environmental support, protective factors, and to evaluate the clients needs and available resources. The information obtained is then utilized to develop a baseline of client risk, assess client risk reduction needs, and determine appropriate referrals to other prevention, counseling and testing, medical and social services.

(b) Risk assessments shall consist of the following required documentation: date of assessment; signature and title of staff person conducting assessment; client's status and needs in the following psychosocial areas: risk behaviors, risk reduction skills, barriers to safer behavior, substance use, social support systems, primary and secondary preventions, and identified resources to assist clients in areas of need.

(2) Risk Assessment Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing comprehensive risk assessments.

(a) Staff training shall include, but not be limited to: rapport building; survey administration; data gathering; and documentation.

(b) Contractor shall maintain documentation of staff training for risk assessments to include, but not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Group-Level Interventions: For the purposes of this Agreement, Group-Level Interventions (GLI) are health education and risk reduction counseling that is provided to groups of varying sizes. GLI may include peer and non-peer models involving a wide range of skills, information, education, and support. GLI must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

(1) Direct Services: During each term of this Agreement, Contractor shall conduct services for one (1) or more of the following activities:

(a) Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration,



and needle cleaning techniques, and conducted by trained program staff. GLI session shall range from a series of three (3) sessions (or modules) to six (6) sessions. Group risk reduction counseling sessions follow the close-ended group model. Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance).

i) Group risk reduction counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(b) Support Group Counseling: Informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. Open ended groups facilitate the potential member's ability to drop in when they need to. Clients must attend at least three (3) support group counseling sessions. These sessions are less structured than group risk reduction counseling and are not psychotherapy groups. Support groups may be conducted by trained, self-identified members of the target population or paraprofessional staff.

Support group counseling shall consist of the following required documentation: date; time; and location of group; names, client identification numbers, or unique identifiers of participants; and a group outline, agenda, or minutes which briefly describe what was discussed.

(c) Peer Health Education Training: Structured training session(s) in which a speaker(s) presents to target population peers

highly structured health education and risk reduction intervention information. Peer training shall educate peers to serve as role models and demonstrate risk reduction behaviors within their community. Trainings may be single or multi-session and shall provide educational information based on an OAPP approved curriculum that could initiate the changing of norms or individual behavior.

Peer Health Education Training shall consist of the following required documentation: date; time; and location of training; participant names; certification test; and a training outline based on an OAPP approved curriculum.

(2) Paraprofessional Qualifications: At a minimum, each Paraprofessional shall possess a bachelor's degree or four (4) years experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education; ability to develop and maintain written documentation; knowledgeable of HIV risk behaviors, human sexuality, substance use, STDs, the

target population, and HIV behavior change principles and strategies; and cultural and linguistic competence.

(a) Supervisor Qualifications: The paraprofessional(s) providing services hereunder shall be supervised by a staff member or consultant with experience in providing paraprofessional services and have the academic training and/or experience to ensure the appropriateness and quality of paraprofessional services. Such academic training includes: Master's of Social Work (M.S.W.) degree, master's degree in counseling/psychology, licensed Marriage and Family Therapist (M.F.T.), Master's of Public Health (M.P.H.) or Ph.D. in a behavioral science field or a bachelor's degree with extensive experience in a human-service-related field, such as social work, psychology, nursing, counseling, peer counseling, or health education. Paraprofessional Supervisor(s) shall additionally possess the qualifications as stated in the Paraprofessional Qualifications Paragraph of this Agreement.

(3) Paraprofessional Staff Training: Contractor shall conduct ongoing appropriate staff training to assist staff with performing paraprofessional services.

(a) Staff training shall include, but not be limited to the following:

i) Orientation to paraprofessional support including: role of paraprofessionals; services provided by paraprofessionals; limitations of paraprofessional activity; how and when to access supervision; how to utilize and refer clients to other available services.

ii) Paraprofessional skills including: facilitation of prevention and education support/discussion groups; non-judgmental responding; empathetic listening; and service documentation.

iii) Cultural/Diversity sensitivity including: finding common ground; respecting differences; and how HIV/AIDS interacts with race, class, sex, and sexual orientation.

iv) Legal/Ethical issues, including:  
confidentiality and limitations and  
boundaries of the paraprofessional role.

(b) Contractor shall maintain documentation of staff training for paraprofessionals to include, but, not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

(4) Minimum Group-Level Intervention Indicators:

Contractor shall document the minimum Group-Level Intervention (GLI) Indicators to include, but not be limited to: the proportion of persons that completed the intended number of sessions, and the proportion of the intended number of the BRG clients to be reached with the GLI who were actually reached.

9. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit A-1, Revised Exhibit A-2, and Revised Exhibit A-3, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but not limited to: 1) job description of all positions funded under this Agreement; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate. In addition, contractor shall submit job descriptions and resumes for all staff providing services on this Agreement.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement.

D. In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, or a supervisory position becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

10. Staff Development and Training: Contractor shall conduct ongoing and appropriate staff development and training as described in Exhibit A-1, Revised Exhibit A-2, and Revised Exhibit A-3, Scopes of Work, attached hereto and incorporated herein by reference.

A. Contractor shall provide and/or allow access to ongoing staff development and training of HIV/AIDS HE/RR

staff. Staff development and training shall include, but not be limited to:

(1) HIV/AIDS - training shall include at a minimum: how the immune system fights diseases, routes of transmission, transmission myths, HIV's effect on the immune system and opportunistic infections, HIV treatment strategies, HIV antibody testing and test site information, levels of risky behavior, primary and secondary prevention methods, psychosocial and cultural aspect of HIV infection, and legal and ethical issues.

(2) Sexually Transmitted Diseases (STD) training shall include at a minimum: routes of transmission, signs and symptoms, treatment and prevention, complications, and links between HIV for chlamydia, gonorrhea, syphilis, trichomoniasis, genital herpes, genital warts and hepatitis.

(3) Tuberculosis (TB) - training shall include at a minimum: definition of TB exposure and disease, routes of transmission, signs and symptoms, TB tests, treatment and prevention, drug resistant TB, and links between TB and HIV.

(4) Curriculum Development - contractor shall ensure that at least one staff who is responsible for



the development of curricula attend OAPP's "Making the Connection: Developing a Comprehensive Curriculum" training.

B. Contractor shall maintain documentation of staff training in each employee file to include, but, not limited to: 1) date, time, and location of staff training; 2) name of trainer and title, training topic(s); and 3) name of attendees and title.

C. Contractor shall document training activities in the monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees and title.

11. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HE/RR services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be

transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division Director.

B. Semi-Annual Reports: As directed by OAPP, Contractor shall submit a six(6)-month summary of the data in hard copy, electronic, and/or online format.

C. Annual Reports: Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the year due thirty (30) days after the last day of the contract term.

D. Other Reports: As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test)

and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with Federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks.

C. Focus on linkages to care and support services and client perception pertaining to their health and the effectiveness of the service received.

D. Be a continuous quality improvement (CQI) process reported to senior leadership annually.

14. QUALITY MANAGEMENT PLAN: Contractor shall base its program on a written QM plan. Contractor shall develop one

agency-wide QM plan that encompasses all HIV/AIDS care and prevention services if possible. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the designated medical director or executive director. The QM plan and program will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following components:

A. Objectives: QM plan should delineate specific goals and objectives that are in line with the program's mission, vision and values.

B. QM Committee: Describes the purpose of the committee, composition, meeting frequency, at a minimum quarterly, and required documentation (e.g., minutes, agenda, sign-in sheet, etc). A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities follow the QM program objectives.

C. Selection of QM Approach: Describes the QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or Joint Commission on Accreditation of Healthcare Organization (JCAHO) 10-Step model.

D. QM Program Content:

(1) Measurement of Outcome Indicators - at a minimum, collection and analysis of data measured from the specific OAPP selected indicators. In addition, contractor can measure other aspects of care and services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results to be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identify and Sustainment Improvement - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback regarding the accessibility, the appropriateness of service and care. The feedback also include the degree to which the

service provided meets client's need and satisfaction.

Client input obtained shall be discussed at the agency's QM Committee on a regular basis for the enhancement of the service delivery. Aggregated data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish a policy and procedure for addressing and resolving client's grievances at the level closest to the source within agency. The grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program reviews.

G. Random Chart Audits (Prevention Services): Sampling criteria shall be based on important aspects of prevention and care and shall be, at a minimum, 10% or 30 charts, whichever is less. Results of sampling to be reported and discussed in the QM committee quarterly.

15. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliant level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on 100% as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. QM Program Content
- B. Client Feedback Process
- C. Client Grievance Process
- D. Random Chart Audit (if applicable).

16. EVALUATION:

A. Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with the Centers for Disease Control and Prevention (CDC) Evaluation Guidance, Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) as it currently exists or as it is modified in the future. The Guidance is also available on the internet at [www.cdc.gov/hiv/eval.htm](http://www.cdc.gov/hiv/eval.htm)

B. Contractor shall submit process data consistent with the types of data required by the CDC (Sample forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance, Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms.

D. Contractor shall submit to OAPP the Mid-Year and Annual Evaluation Progress Report no later than thirty (30) days after each six (6) month period. The required data and information shall be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance, Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (2001) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.



## SERVICE DELIVERY SPECIFICATIONS

## PUBLIC HEALTH FOUNDATION ENTERPRISES, INC

## HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

## BEHAVIORAL RISK GROUPS:

MSM/IDU, HM/IDU, F/IDU AND TSR/TIDU

| SERVICE DELIVERY SPECIFICATION BY SERVICE PLANNING AREA (SPA) |       |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|-------|
| SPA 1   | SPA 2 | SPA 3 | SPA 4 | SPA 5 | SPA 6 | SPA 7 | SPA 8 | TOTAL |
| 0%  | 17%   | 0%    | 49%   | 0%    | 17%   | 17%   | 0%    | 100%  |

Service delivery specifications by SPA were determined by the agency proposal and fair share allocation. Specifications shall be adhered to as a means to meet the HIV Prevention Plan 2005-2008 goals.

| SERVICE DELIVERY SPECIFICATION BY ETHNICITY |                            |        |       |                 |       |
|---|----------------------------|--------|-------|-----------------|-------|
| African-American                            | Asian and Pacific Islander | Latino | White | American Indian | TOTAL |
| 36%   | 1%                         | 29%    | 32%   | 2%              | 100%  |

Service delivery specifications by race/ethnicity were determined by estimated Los Angeles County HIV infections in 2000 as reported in the 2004 addendum to the HIV Prevention Plan 2000 and agency proposal. Specifications shall be utilized as a guide to target clients as a means to meet the HIV Prevention Plan goals.

SCHEDULE 1

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CLEAN NEEDLES NOW

|                                      | <u>Budget Period</u>                             |
|--------------------------------------|--|
|                                      | June 14, 2005<br>through<br><u>June 30, 2005</u> |
| Salaries                             | \$ 7,000   |
| Employee Benefits                    | <u>\$ 2,590</u>                                  |
| Total Salaries and Employee Benefits | \$ 9,590   |
| Operating Expenses                   | \$ 3,471   |
| Capital Expenditures                 | \$ - 0 -   |
| Other Costs                          | \$ 30,500  |
| Indirect Cost                        | <u>\$ 1,439</u>                                  |
| TOTAL PROGRAM BUDGET                 | \$ 45,000  |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

REVISED SCHEDULE 2

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CLEAN NEEDLES NOW

| <u>Budget Period:</u>                   | July 1, 2005<br>through<br><u>June 30, 2006</u> | Date of Board<br>Approval through<br><u>June 30, 2006</u> | <u>TOTAL</u>    |
|---|---|---|-----------------|
| Salaries                                | \$ 14,400                                       | \$ 15,600   | \$ 30,000       |
| Employee Benefits                       | <u>\$ 5,760</u>                                 | <u>\$ 3,821</u>   | <u>\$ 9,581</u> |
| Total Salaries and<br>Employee Benefits | \$ 20,160                                       | \$ 19,421   | \$ 39,581       |
| Operating Expenses                      | \$ 21,473                                       | \$ 21,035   | \$ 42,508       |
| Capital Expenditures                    | \$ - 0 -  | \$ - 0 -  | \$ - 0 -        |
| Other Costs                             | \$ 45,500                                       | \$ 23,870   | \$ 69,370       |
| Indirect Cost                           | <u>\$ 2,867</u>                                 | <u>\$ 2,674</u>   | <u>\$ 5,541</u> |
| TOTAL PROGRAM BUDGET:                   | \$ 90,000                                       | \$ 67,000   | \$ 157,000      |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

REVISED SCHEDULE 3

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

HIV/AIDS HEALTH EDUCATION/RISK REDUCTION PREVENTION SERVICES

CLEAN NEEDLES NOW

Budget Period

July 1, 2006  
through  
June 30, 2007

|                                      |                 |
|--------------------------------------|-----------------|
| Salaries                             | \$ 14,400       |
| Employee Benefits                    | \$ <u>5,760</u> |
| Total Salaries and Employee Benefits | \$ 20,160       |
| Operating Expenses                   | \$ 23,473       |
| Capital Expenditures                 | \$ - 0 -        |
| Other Costs                          | \$ 45,500       |
| Indirect Cost                        | \$ <u>2,867</u> |
| TOTAL PROGRAM BUDGET                 | \$ 92,000       |

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

|  | CERTIFICATION | YES | NO |
|--|---------------|-----|----|
|--|---------------|-----|----|

|  |            |            |
|--|------------|------------|
| <p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p> | <p>( )</p> | <p>( )</p> |
|--|------------|------------|

OR

|   |            |            |
|---|------------|------------|
| <p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p> | <p>( )</p> | <p>( )</p> |
|---|------------|------------|

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

Effective 09/06/05